

# Camp Curnalia Cottage Owner's Association

"A Military Veteran's Community"

## Rules & Regulations

Revised February 16, 2020

## Table of Contents

Pages 2-4	Table of Contents
Page 5	<u>Section 1 Rules &amp; Regulations</u> 1.1 Adopted Date 1.2 Purpose of Rules & Regulations <u>Section 2 General Rules</u> 2.1 Drives and Districts Layouts 2.2 CCCOA Divided Into Districts 2.3 Ownership of Land 2.4 Formal Use of Words CCCOA 2.5 Information Center 2.6 Eligibility for Board Nominee 2.7 Recall Procedure
Page 6	2.7 Recall Procedure-continued 2.8 Township Liaison Officer 2.9 Lease & Transfer Committee <u>Section 3 Leases</u> 3.1 Transfer of Leases 3.2 Payment of Dues at Transfer of Lease 3.3 Death of a Member 3.4 Crimes against CCCOA
Page 7	3.4 Crimes against CCCOA -continued 3.5 Crimes against Members 3.6 Transfer of Ownership 3.7 Ownership by More Than 8 <u>Section 4 Cottage Rules &amp; Regulations</u> 4.1 Notify Board Before Listing for Sale 4.2 Building Within 75ft of Beachfront 4.3 Number of Cottages 4.4 (Deleted) 4.5 Licensed Contractor & Insurance for Contractor 4.6 Cabanas or Screened Enclosures 4.7 Construction Approval
Page 8	4.7 Construction Approval-continued
Page 9	4.7 Construction Approval-continued 4.8 Fences & Barriers 4.9 Garbage
Page 10	4.9 Garbage-continued 4.10 Bulk Leaves 4.11 Grass Maintained 4.12 Buildings Safe Condition 4.13 Recreational Fire 4.14 Tree Cutting 4.15 Tree and Shrubbery Planting

Page 11	<ul style="list-style-type: none"> <li>4.16 Running of Business Prohibited</li> <li>4.17 Trailer, Pop Up Camper, Motor Homes, Tents or Outbuilding Housing Use Prohibited</li> <li>4.18 Cooperate with the Board</li> <li>4.19 (Deleted)</li> <li>4.20 Loud Noises &amp; Construction Prohibited Hours</li> <li>4.21 Renting of Cottages</li> <li>4.22 Fireworks</li> <li><u>Section 5 American Legion Post Cottages</u></li> <li>5.1 Follow All Rules and Rented to Military Veterans</li> <li>5.2 Yearly List of Renters Submitted to Board</li> </ul>
Page 12	<ul style="list-style-type: none"> <li>5.3 Renter of Post Cottage Aware of All Rules</li> <li>5.4 Renter Place Watercraft on Lake Front</li> <li>5.5 Boatlifts or Hoist for Post Cottage</li> <li>5.6 Post Cottage Docks</li> <li><u>Section 6 Insurance Required</u></li> <li><u>Section 7 Recreational Vehicles &amp; Speed Limits</u></li> <li>7.1 Defined Named Drives Use on Only</li> <li>7.2 Unlicensed Drivers</li> <li>7.3 Local and State Laws</li> <li>7.4 Motorized Vehicle Speed Limit</li> <li><u>Section 8 Pets</u></li> <li>8.1 Leashed or Restrained</li> <li>8.2 Animals on the Beach</li> </ul>
Page 13	<ul style="list-style-type: none"> <li>8.3 Dogs in the Water</li> <li>8.4 Animal Waste Clean Up</li> <li><u>Section 9 Beach Front Use &amp; Safety</u></li> <li>9.1 Construction of Docks</li> <li>9.2 No Diving</li> <li>9.3 Dock Length</li> <li>9.4 Water Vessel &amp; Hoist Storage in Summer</li> <li>9.5 Number of Water Vessels Per District</li> <li>9.6 Anchored Watercraft</li> <li>9.7 Use of Docks</li> </ul>
Page 14	<ul style="list-style-type: none"> <li>9.8 Infringe on Frontage of Another District</li> <li>9.9 Storage of Fishing Houses, Boat Trailer on Beachfront</li> <li>9.10 Permanent Items on Beachfront</li> <li>9.11 Individual Storage Building on Beachfront</li> <li>9.12 Beachfront Clean Up</li> <li>9.13 Removal of Trees &amp; Shrubbery</li> <li><u>Section 10 Other Common Areas</u></li> <li>10.1 CCCOA Parks</li> <li>10.2 Shooting Projectiles</li> <li>10.3 American Legion Flags or Logos</li> <li>10.4 District Fees Payment</li> <li>10.5 Destruction of Property or Landscaping</li> </ul>
Page 15	<ul style="list-style-type: none"> <li>10.6 Parking Near Members Cottage</li> <li>10.7 Named Drives Kept Open</li> <li>10.8 Snow Removal on Named Drives</li> <li><u>Section 11 Claims &amp; Grievances</u></li> </ul>

11.1 (4) Claims & Grievances

Page 16	<u>Section 12 Arbitration</u> <u>Section 13 Penalties, Termination or Suspension of Membership from Lease</u> 13.1 Penalties 13.2 Termination or Suspension of Membership from Lease
Page 17	13.2 Termination or Suspension of Membership from Lease-continued 13.3 Termination of Membership for Crimes against CCCOA 13.4 Termination of Membership for Crimes against Members <u>Section 14 Responsibility</u> 14.1 Read & Understand Abide by Rules & Regulations & By-Laws
Page 18	14.1 Read & Understand Abide by Rules & Regulations & By-Laws-continued 14.2 Meet All Financial Obligations to the CCCOA <u>Section 15 Modifications &amp; Additions to Rules &amp; Regulations</u> Revision/Adoption Dates
Page 19	Revision/Adoption Dates-continued

## **I Rules & Regulations**

- 1.1 These Rules & Regulations are adopted by the Board of Directors of the Camp Curnalia Cottage Owners' Association, hereinafter referred to as the CCCOA, on July 28, 2008.
- 1.2 The Purpose of these Rules & Regulations:
  - A. To promote uniformity in the governance of the CCCOA.
  - B. To promote a feeling of security in the leasing of cottage sites.
  - C. To promote safety and security within the CCCOA.
  - D. To inculcate a spirit of goodwill between Members of the CCCOA and the residents of the surrounding community.

## **II General Rules**

- 2.1 The layout of the drives, District and Membership in same shall remain the same as it was prior to May 31, 2007.
- 2.2 The CCCOA is divided into Districts; each District may include one or more drives.
- 2.3 No individual is an owner of the land in the CCCOA.
- 2.4 Anytime the CCCOA is formally used on signage or letterhead it shall include the words; "A Military Veteran's Community".
- 2.5 The Board will post information on the CCCOA website that includes at a minimum the dates, times, and locations of all Board meetings, the minutes of the last Annual Meeting, and any other information the Board deems appropriate for the website.
- 2.6 A Member may not be nominated to run for the Board of Directors unless the Member is an Active Member at the time of the nomination. (Adopted 5-8-10)
- 2.7 Recall Procedure: Any Active Member may request the recall of their Ward Representative or an At-Large Representative. An Active Member requesting the recall of a Ward Representative or an At-Large Representative shall circulate a petition approved by the Board of Directors. The wording of the petition must be approved by the Board of Directors before circulating the recall petition.

The request to recall a Ward Representative or At-Large Representative shall require a majority of the Ward Active Members for a Ward Representative or a majority of all Active Members for an At-Large Representative. Upon signatures of a majority of the constituents of the Ward or a majority of all Members for an At-Large Representative, the petition shall be presented to the Board of Directors for certification.

Upon certification of the petition to recall the Representative, the Board of Directors shall notify the Election & Voting Committee to schedule an election to take place no later than 30 days from the date of certification, to determine if the Ward Representative or an At-Large Representative shall be recalled from their position on the Board of Directors. The Representative of the Board of Directors shall be removed from their position if the election for removal received a majority of the votes cast in the election.

All costs associated with the recall petition shall be paid by the party or parties requesting the recall. The cost of the election shall be paid by the CCCOA.

If the Representative from the Board of Directors is removed from his or her office, said Representative shall be replaced per the By-Laws. (Adopted 6-19-10)

2.8 Township Liaison Officer: The Board of Directors shall elect a "Township Liaison Officer" at the second Board meeting following the annual meeting. This Board Member shall act as a liaison between governmental agencies and the Board of Directors, coordinating communication between the entities. (Revised 2-27-2016)

2.9 Lease & Transfer Committee: At the second Board meeting following the annual meeting, the Board of Directors shall appoint a 'Lease & Transfer Committee' from the Active Members of the Association, one of which shall be from the Board of Directors. This Board Member shall serve as Chairman of the Committee. This Committee shall review all leases and transfers. The Lease & Transfer Committee may approve a transfer or lease, disallow a transfer or lease, or request the entire Board review a transfer or lease. (Revised 2-27-2016)

2.10 Other Committees: At the second Board meeting following the annual meeting, the Board of Directors shall appoint current "Committee(s)" from the Active Members of the Association. At any Board meeting, the Board of Directors may create any "Committee(s)" from the Active Members of the Association. The Board will appoint a Chairman of the Committee for all new Committees. At any Committee meeting, the Committee members may elect/replace a Chairman of the Committee. The following Committees shall have at least one Board member: By-Laws, Rules and Regulations, Election, and Construction. (Revised 2-27-2016)

### III Leases

3.1 Transfers of leases will require a minimum fee as set by the Board (currently \$150). There is no fee to add or transfer to the spouse of a Veteran Active Member. There is a minimum \$250 fee to transfer the ownership to a Trust. An estimated fee for complex transfers will be set prior to the commencement of the transfer. (Revised 2-9-2019)

3.2 The transfer of any lease of a cottage shall not take place unless all dues, fees, assessments, and obligations due and owing to the CCCOA have been paid in full, including all road and District fees. No transfer of a cottage/lease or new lease of a cottage shall be issued until the correction of all violations of the Rules & Regulations and/or By-Laws have been completed by the current Cottage Owner. (Adopted 9-24-2011)

3.3 Upon the death of a Member, the CCCOA shall be notified within thirty days of the death of the Member by the Member's spouse or lineal descendants. Upon the death of a Cottage Owner, the cottage shall either be placed for sale or transferred to lineal descendants within sixty days of the death of the Cottage Owner.

3.4 A person convicted of a crime effecting Camp Curnalia, regardless of when such crime was committed, shall not (a) be admitted as a member of Camp Curnalia; (b) own a cottage within Camp Curnalia; (c) lease or sublease Camp Curnalia property; or (d) enter upon Camp Curnalia

property (including, without limitation, its beaches, docks, roads, lanes, and other common areas).

3.5 A person convicted of a crime effecting a member of Camp Curnalia or a member's immediate family, regardless of when such crime was committed, shall not (a) be admitted as a member of Camp Curnalia; (b) own a cottage within Camp Curnalia; or (c) lease or sublease Camp Curnalia property. Notwithstanding the foregoing, the provisions of this Section 3.5 shall only apply if the prospective transferee's conviction is made known to the Lease and Transfer Committee prior to the approval of a transfer of ownership and grant of lease.

3.6 In connection with reviewing a Transfer of Ownership request, the Lease and Transfer Committee may (a) conduct in-person or telephonic interviews with the prospective transferee; (b) conduct criminal background checks; (c) request references and interview such references; and/or (d) take such other steps as the committee, in its discretion, deems necessary to determine if the prospective transferee meets Camp Curnalia's membership qualifications.

3.7 If ownership of a cottage is to be by eight (8) or more persons, the cottage must be put into a Trust document.

#### **IV Cottage Rules and Restrictions**

4.1 The member must place their cottage for sale on the CCCOA website offering their cottage for sale to current members for 30-days before listing their cottage for sale to non-members. The cottage must remain on the website until it is sold or removed from the market. There shall be no cost to the cottage owner or their realtor for placing the cottage on the website. At the time of all transfers of ownership of a cottage, all dues, sewer assessments, bond payments, assessments and fees must be paid in full up to date.

4.2 No building shall be erected closer than seventy-five (75) feet of the beach high water mark.

4.3 There will be no more than 405 cottages within the CCCOA.

4.4 (Deleted 6-19-10)

4.5 Any Cottage Owner who contracts to have any work done on or around their cottage must use a licensed contractor. The contractor doing said work will have current liability and worker's compensation insurances. The minimum amount of insurance shall be one million dollars (\$1,000,000.00) in worker's compensation and liability insurance for each occurrence. The CCCOA assumes no liability for work performed or injury to property or persons done by said contractor. Contractors who fail to follow all the Rules & Regulations of the CCCOA will be asked not to return to the CCCOA property. If they return, they may be arrested for trespassing.

4.6 Cabanas or screened enclosures may be permitted by the Board but not for lodging and not within seventy-five feet of the high water line.

4.7 Construction Approval: No later than September 30 of each year, the Board of Directors shall appoint a five (5) member Land Use Committee. This Land Use Committee shall consist of minimally one (1) member of the Board of Directors, who may act as Chairperson of the

Committee. The Chair may be appointed by the Board or chosen by the Membership. Members serving on the Land Use Committee must be an Active Member.

The Land Use Committee shall receive all requests for construction approval. Construction approval shall be required for any construction requiring a building permit from the local township or governmental entity. For all decks, all patios, sheds, additions, placement of concrete, placement of asphalt or any other construction, the Land Use Committee requires construction approval. Requests for construction approval must be in writing and is to include but not be limited to, a description of the construction, type of construction, a drawing showing the footprint of the construction, the location of the construction on the leased premises, the location of the construction in relation to adjoining leased premises, and any other information deemed necessary by the Land Use Committee. The Cottage Owner shall be responsible to stake out the area where construction is to take place with wooden stakes at least three feet tall with an orange flag attached to each stake. The stakes will remain in place from the time the Cottage Owner submits a request for construction approval until after construction approval is granted, the Township has issued a building permit and commencement of construction. If a building permit is not required by the Township, the stakes must remain in place until construction approval is granted and commencement of construction. The fee for construction approval must be paid before the Land Use Committee will consider the request for construction.

The construction approval request fee shall be \$75 (Adopted 8-14-2010) or, at the discretion of the Committee, \$25 for very small projects or replacements (Adopted 10-9-2010). Any Cottage Owner must be current on all fees and dues before a construction approval will be considered. (Adopted 4-30-2011)

The Land Use Committee shall provide a copy of the written request to all adjoining leaseholds, including all leaseholds across drives or roadways. Attachments to the application shall be available to adjoining Cottage Owners to review with the Committee. The Member requesting a construction approval and all adjoining leaseholds shall be notified in writing of the date and location of the Land Use Committee meeting to review the request for construction approval. Said meeting shall take place within thirty days of receipt of all necessary written documents. (Revised 8-11-2012) A separate request for construction approval must be filed for each project (i.e. one for shed, one for deck, one for addition, etc.) being requested at the same time.

Construction approval shall be granted by the Land Use Committee upon approval of a majority vote of the Committee members attending the meeting provided no written objection is received by the Committee from an adjoining Cottage Owner. If a written objection is received by the Committee, then the Land Use Committee shall make a recommendation to the Board of Directors, and the Committee shall bring the request for a construction approval before the entire Board of Directors for approval at the next meeting of the Board of Directors. A construction approval shall only be issued, if a majority of the members of the Board of Directors attending the meeting approve the request for a construction approval.

The Land Use Committee shall provide a written document stating the date, approval or denial, the names for the Committee members in attendance, the outcome of the vote, receipt of the fee, and signature of the Chairperson. A copy will be placed in the file with the CCCOA for the specific cottage, a copy with the CCCOA for construction approval, and a copy to the Cottage Owner to be posted on the cottage. The Cottage Owner must continuously display their copy on the cottage until construction is complete. The denial of construction approval by the Committee



may be appealed, in writing, to the Board of Directors no later than thirty days from the date of mailing of the denial.

The Member must first receive construction approval before applying for a building permit from the Township or local building authority.

Upon completion of construction, the Cottage Owner shall contact the Chairperson of the Committee and request final inspection for compliance with the construction approval issued by the Committee. The Chairperson or another member of the Committee designated by the Chairperson shall inspect the construction to confirm the construction conforms with the construction approval and shall provide the Cottage Owner with a written document granting final approval, a copy of which shall be placed in the CCCOA file for construction approval and a copy in the file for the specific cottage.

Construction shall be completed no later than one year from the date of the issuance of the construction approval. Failure to complete construction within one year of the date of the issuance of the construction approval will require the Member to re-apply for construction approval. Additionally, a new fee shall be paid before the Land Use Committee will consider the request.

Construction of any nature without prior approval of the Committee may result in the Committee immediately issuing a stop order until construction approval is granted, or the Cottage Owner complies with the construction approval previously granted by the Committee. Construction of any nature without prior construction approval may result in the Board taking action against the Cottage Owner up to and including removal of the construction at the Cottage Owner's expense. (Revised: 6-19-2010)

4.8 Fences and Barriers: There shall be no construction of fences or barriers, except, for those cottages that abut the North Higgins Lake State Park (i.e. Veteran Legion Drive and State Street), a cottage owner may construct a solid fence next to the North Higgins Lake State Park fence only (i.e. stockade, vinyl, etc.) that may not attach to the state park fence and may not exceed 6 feet in height. Upon sale of a cottage, any existing fence or barriers shall be removed unless approved by the Board for safety reasons prior to the sale. A fence abutting the North Higgins Lake State Park does not have to be removed prior to the time of a sale of a cottage. (Revised 10-5-19)

4.9 Garbage: All garbage shall be placed in a suitable plastic bag and placed in the containers supplied by the local disposal service. NO CONSTRUCTION MATERIAL, LEAVES, or LARGE ITEMS are allowed inside any container supplied by the local disposal service. Large items shall be placed near, but not next to the Green Gondola containers without leaning on them (NOTHING is allowed next to the dumpster(s)), and you shall call the local disposal service using instructions from [www.lyontownship.org](http://www.lyontownship.org) in the Services Section. Under no circumstance will the containers be moved from the locations where they were placed by the local disposal service. No garbage is to be buried or burned.

**Lyon Township Residents:** All bagged garbage shall be placed in the Green Gondola(s) at the end of your drive. If the Green Gondola(s) are full (do not overfill/cover shall remain closed at all times), you may use any Green Gondola or dumpster inside of CCCOA. Waste Assessment will be billed by Lyon Township on your Winter Tax Statement.

**Beaver Creek Township Residents:** All bagged garbage shall be placed in the dumpster(s) at Legion Dr and Shore Trail Dr. If the dumpster(s) are full (do not overfill/cover shall remain closed at all times), you may use any Green Gondola or dumpster inside of CCCOA. Waste Assessment will be billed by CCCOA with your Annual Association Dues, at the same dollar amount as Lyon Township Residents. (Revised 2-27-2016)

4.10 **Bulk Leaves:** Under no circumstance may leaves be placed in CCCOA parks, flag areas, or sign areas. All leaf and yard clean-up shall be completed by Memorial Day. Leaves may be placed in paper leaf bags weighing 50 pounds or less per bag, in designated areas defined below by township. Leaf bags are not allowed to be placed for pickup from June 1<sup>st</sup> to August 31<sup>st</sup> in CCCOA, visit [www.lyontownship.org](http://www.lyontownship.org) to view Leaf Pickup schedule. Leaves can be taken to the Lyon Township Compost Site on Old US 27, visit [www.lyontownship.org](http://www.lyontownship.org) to view Compost Site schedule. Compost Site and Leaf pickup is provided with your Garbage/Waste Assessment. A Lyon Township ID Card is required to use the Compost Site on Old US 27.

**Lyon Township Residents:** All leaves shall be taken to the Lyon Township Compost Site, when they are open and not placed for pickup. Bagged leaves shall be placed in the area of, but not next to the Green Gondola(s) at the end of your drive. Do not place bagged leaves right next to the Green Gondola(s).

**Beaver Creek Township Residents:** All leaves shall be taken to the Lyon Township Compost Site, when they are open, and not placed for pickup. Bagged leaves shall be placed in the area next to but not in Veteran's Park on the Lake Side of Red Arrow Dr extension, between West Higgins Lake Dr and Legion Dr. Sign(s) will be placed indicating "Bagged Leaves Pickup, CCCOA Members Only". A Lyon Township ID Card may be obtained to use the Lyon Township Composite Site on Old US 27. (Revised 2-27-2016)

4.11 **Grass Maintained:** Grass in the area of your cottage must be maintained and cut to keep an orderly and clean appearance of the CCCOA. If you fail to do so, the Board may contract to have said grass cut and bill the Cottage Owner.

4.12 All persons occupying any portion of the lands of the CCCOA under lease from the CCCOA shall keep their cottage and their premises, including outbuildings, in a clean, safe, and sanitary condition. The Board may provide a written thirty-day notice requiring a Member to complete necessary repairs to maintain their cottage, premises or outbuildings in a clean, safe and sanitary condition. Failure of the Member to complete said work contained in the thirty-day notice, may result in the Board of Directors authorizing said repairs at the expense of the Cottage Owner. Recurrent infractions of this requirement may result in a termination of the Membership and lease of the Cottage Owner.

4.13 Recreational fires are allowed. However, they must be contained in a burning pit per township burning ordinance.

4.14 No trees are to be cut down on the property, without the written permission of a member of the Board of Directors.

4.15 The planting of trees or shrubberies more than five feet from an owner's cottage will be done only with the approval of the Board of Directors.

- 4.16 No person shall run a business of any type out of any cottage on the CCCOA grounds.
- 4.17 Travel trailers, pop-up campers, motor homes, tents or out buildings shall not be used for temporary housing or permanent dwelling purposes. Camping RV vehicles and motor homes shall not be on site for more than 72 hours for a maximum of two times per calendar year.
- 4.18 All lessees and their guests shall at all times cooperate with the Board and follow the Rules & Regulations and By-Laws of the CCCOA.
- 4.19 (Deleted 8-14-2010)
- 4.20 No loud noise or construction shall be permitted from 11pm to 7am.
- 4.21 Renting of cottages is prohibited unless it is an approved post cottage.
- 4.22 There shall be no Chinese Lanterns or Fireworks of any nature whatsoever allowed within CCCOA boundaries, except sparklers. (Revised 2-27-16)
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#### **V American Legion Post Cottages Purchased Before May 31, 2007**

- 5.1 Any Post of the American Legion owning a post-cottage before May 31, 2007, will be allowed to rent or allow post members to use their post-cottage as long as the renter of the post-cottage follows all the Rules & Regulations of the CCCOA. Renters/users of the cottage shall be limited to Veterans, Auxiliary or SAL members. Renters who fail to follow all of the CCCOA Rules and Regulations will be asked to leave CCCOA property. The CCCOA will not be responsible for refunds to renter.
- 5.2 Post-cottages shall provide to CCCOA by May 1<sup>st</sup> of each calendar year a list of renters for the upcoming year including the name of the renter, a copy of documentation showing they are a Veteran or a copy of their Auxiliary or SAL membership with the American Legion. The Post shall provide a copy of the CCCOA Rules and Regulations to the renter and must post a copy of the Rules and Regulations in their post-cottage at or near the door entering the cottage. Post cottage must provide documentation showing the renters are Veterans (i.e. DD-214 or similar documentation) and for the Auxiliary or SAL members of the American Legion their card showing proof of membership. The Post must provide to CCCOA a copy of a renter's agreement provided by CCCOA which states the renter has been provided with a copy of the CCCOA Rules and Regulations and the renter agrees to follow the CCCOA Rules and Regulations. Failure to follow the Rules and Regulations of CCCOA may result in the immediate termination of the renter's agreement for the post-cottage, which shall include the renter immediately leaving the CCCOA property. The Post shall update information concerning new renters that rent the post-cottage after May 1 by providing the above-noted information including the rental agreement form before a renter takes possession of the post-cottage for their rental term. Said information shall be provided to the CCCOA Post Office Box 462, Higgins Lake, Michigan 48627 or provided to the CCCOA President before the term of the rental agreement. (Revised 6-2-2018)

5.3 Any fines/costs levied against a post-cottage shall be paid by the Post and not the renter. Post-cottages violating any CCCOA Rules and Regulations for post-cottages are subject to discipline by the CCCOA Board of Directors including fines and up to termination of their Lease.

5.4 Post Cottages will not let a person, other than the renter, place any watercraft on the lake in front of CCCOA. Such placement is limited to a total of fourteen (14) days per summer for each individual renter. *No watercraft may be placed on a swing anchor unless the renter is present.* Any watercraft found to be in violation of this rule will be removed at the post-cottage's cost in an amount up to the loss of the right to rent out the cottage.

5.5 Post Cottages are prohibited from placing boatlifts or hoists in the water in front of the CCCOA.

5.6 Post Cottages are prohibited from placing docks for their own use; each Post Cottage will be assigned to a dock by the Board.

### **VI Insurance Required**

6.1 Each Cottage Owner and Post Cottage must maintain a minimum of five hundred thousand dollars (\$500,000.00) in liability insurance on their cottage. Each Cottage Owner must deliver to the CCCOA, at the time of the signing of the lease, and from time to time, as required by the Board of Directors, a copy of the insured's Declaration Page showing said liability insurance. (Revised 12-12-2009; 8-11-2012)

### **VII Recreational Vehicles and Speed Limits**

7.1 Motor bikes, snowmobiles, golf carts, and any other motorized vehicles shall be restricted to and used only on regularly defined named drives within the CCCOA.

7.2 Golf carts and other motorized vehicles driven by unlicensed drivers must have an adult (person over 18) on board for supervision.

7.3 All motorized vehicles driven on the CCCOA property must follow all local and State laws.

7.4 All motorized vehicles when driven on the drives within the CCCOA must not travel over 5 MPH. This includes golf carts, motorcycles or any motorized vehicle.

### **VIII Pets**

8.1 All animals while in the CCCOA must be on a leash and/or restrained from roaming by a chain or cable.

8.2 No animals shall be permitted on the beach (meaning seventy five feet from the beach high water mark.) Except that a dog on attached leash may go directly to and from the Members' boat.

8.3 No dogs are permitted in the water in front of the CCCOA property, except to go to and from a Member's boat.

8.4 All pet owners must clean up all the waste from their animals. It must be placed in a plastic bag and placed in a trash bin with your other trash or placed by itself in the trash bin.

### **IX Beach Front Use and Safety**

9.1 No construction of docks shall be permitted without the approval of the Board. No single cottage may have a dock of its own. All docks must be for the use of the active member of the respective District where the cottage is assigned. The Board will determine the number and placement of all docks. The Board shall have the final authority to assign a cottage owner to a dock. Docks not complying will be removed at the dock owner's expense.

9.2 All docks must have a notice posted on them saying that no diving is permitted from the dock.

9.3 No dock will be longer than three hundred (300) feet from the shore. No Dock will extend parallel to the shore more than twenty-five (25) feet from each side of the main dock leaving shore. No dock will have a width that exceeds fifty-five (55) feet parallel to the shore. (effective 2019)

9.4 Persons who are not going to use their watercraft or its hoist during any given summer (May to September) will remove it from the beach.

9.5 It is recommended that Districts have no more watercrafts on the waterfront than the number of cottages in that District. That includes all watercraft on the dock or off the dock. Persons who have more than one watercraft, who are unable to place them on the waterfront at their District because of space limitations may not use another District's waterfront unless they have made arrangements with the District's Chairperson. Furthermore, they will not store them on the waterfront set back. This does not prohibit a Cottage Owner from having a guest with their own watercraft from anchoring at the District designated area for a maximum of fourteen days per summer.

9.6 Watercraft can only be anchored for two weeks or fourteen days per summer and then only if the Cottage Owner is present. Commencing May 30, 2010, if a watercraft is to be in the water for longer than two weeks or fourteen days in one summer, it must be placed on a hoist. Only active members are allowed to place a boat hoist in front of CCCOA. The name and address of the active member must be clearly written on the boat hoist at all times. With approval of the Board, sailboats are allowed to be moored offshore for the summer without the active member being present. The owner must provide information to the Board on how they intend to moor their sailboat and emergency contact information for contact in the event the sailboat breaks loose before a decision is made by the Board. Any watercraft found to be in violation of this rule will be removed at the owner's or cottage owner's expense and/or the termination of the cottage owner's lease. (Effective 2019)

9.7 Cottage Owners shall only use the dock area assigned by their District for keeping their watercraft. Cottage Owners may use other docks as guests, but not for storage or anchorage of their watercraft.

9.8 Districts will not infringe on the frontage of another District's waterfront area with their watercraft for hoist use, anchorage, or storage.

9.9 The storing of ice fishing shanties, boat trailers, or anything else in the beach front set back of seventy five feet shall be prohibited during the normal summer months of June, July and August.

9.10 Placement of fire rings and permanent seating in the beach front set back seventy five feet from the lake shall only be done with written approval of the Board.

9.11 If a cottage is located within the seventy five foot beach front set back, the Board may issue a permit for that cottage to have an individual storage unit if it is not located on the lake front side of the cottage or in the front line of sight with other cottages on the beach front.

9.12 The seventy five foot beach front set back clean up and up keep, including grass mowing, will be the responsibility of the District who is assigned to the area for dock use. If the beach front is not properly maintained, the Board may contract to have the areas maintained and bill the Members of that District.

9.13 Removal of trees and shrubbery in the seventy five foot beach front set back area will be done after an affirmative vote of those in the District responsible for the area, with a Board member's approval (for tree removal only), and at the cost of all Members of the District who want the tree or shrubbery removed.

### **X Other Common Areas Use and Restrictions**

10.1 Any park that belongs to the CCCOA is for use by all Members of the CCCOA and is not to be used for parking, storage or disposal of anything. The upkeep and cleaning of these parks will be the responsibility of all Members of the CCCOA. The Board may contract to have work done in the park areas. Items will not be placed in any park belonging to the CCCOA for sale at any time. The placement of any structure within any park belonging to the CCCOA will be done only with the written approval of the Board.

10.2 No shooting of any kind on the CCCOA property, this includes 22 caliber rifles, air rifles, as well as bow and arrows or any other item that projects objects from it such as sling shots.

10.3 Districts shall not display any type of American Legion logos on District signs or letterhead nor fly the American Legion flag to represent the District. Individual members of the American Legion may display the American Legion logos or the American Legion flag on their own individual cottages. The name American Legion will be removed from all District signs. This does not include the American Legion name that is in use with the drive name.

10.4 Members are required to pay any District fees that are associated with the area they are assigned to for dock use and/or road fees. Failing to do so may result in default of lease. (Adopted 9-24-2011)

10.5 No Cottage Owner or guest shall remove, damage, or destroy the cottage, landscaping, or personal property of another Cottage Owner.

10.6 Guests of Members may only park next to the Member's cottage. At no time will they infringe on the space normally associated with another Member's cottage.

10.7 All named drives within the CCCOA will be kept open and clear of parked vehicles at all times.

10.8 Snow removal on the named drives within the CCCOA is mandatory. Each District Chairperson will coordinate snow removal within his/her own District. Those cottages on the named drives within the District will be billed by the District. If a District fails to have their drive kept clear of snow, the Board may contract for the snow removal on that drive. If a drive services more than one District, all of those on the named drive must pay for snow removal. Those areas that have not contracted for snow removal will be billed at a higher than cost rate by the Board for snow removal. This billing will be treated the same as any other fees owed to the CCCOA.

### **XI Claims and Grievances**

11.1 Any Active Member of the CCCOA who believes he/she has a claim or grievance of any kind whatsoever against the CCCOA, or against any other Member, whether an Active Member or a Non-Active Member, arising out of or relating to Membership in the CCCOA of any nature whatsoever shall take the following steps to resolve the claim or grievance:

1) Communicate and discuss with the offending party your claim or grievance in an attempt to resolve the claim or grievance.

2) If direct communication with the offending party does not resolve the claim or grievance, contact their District Chairperson and their District Chairperson shall attempt to mediate a resolution.

3) If a District Chairperson is unable to mediate a resolution, the aggrieved Member shall present a written statement outlining the claim or grievance to their Ward Representative. The Ward Representative shall attempt to mediate the claim or grievance.

4) If the Ward Representative is unable to resolve the claim or grievance, the aggrieved Member shall file a written statement with the President of the Board of Directors outlining the claim or grievance. The Board shall review the grievance at the first Board meeting following receipt of the grievance by the President. The Board shall review the grievance to determine if the proper procedures have been followed and accept the written document. The Board, by a majority of the members present, shall direct a copy of that claim or grievance be provided to the respondent (the person to which the grievance is brought against) and to any interested party the Board deems appropriate. The respondent shall then be allowed to file a written response to that claim or grievance. A hearing will be held at the next scheduled Board meeting, provided said meeting is more than thirty days from the meeting the Board accepts the grievance or the Board may schedule a special meeting if the Board, at its sole discretion, believes a special meeting is necessary. At a hearing before the Board of Directors, the Board of Directors may render a decision or request an additional hearing for further investigation or to gather information concerning the claim or grievance. Said additional hearing shall be held thirty days from the date of the initial hearing unless the aggrieved party agrees, in writing, to extend the time for the hearing. The Board of Directors upon completion of the final hearing shall render its decision, in writing, to all interested parties within fourteen days from the date of the final hearing. (Revised 5-8-2010)

## **XII Arbitration**

12.1 If any Member is aggrieved by the decision of the Board of Directors under the proceedings noted in the section above, such Member, within thirty days after said decision is rendered, shall have the right to submit a claim to arbitration according to the rules of the American Arbitration Association and said arbitration shall be binding upon all parties, including the CCCOA and shall be considered a condition precedent before the filing of any lawsuit or other legal action of any kind against the CCCOA or any other person or party with regard to said grievance or claim.

## **XIII Penalties, Termination or Suspension of Membership from Lease**

13.1 Penalties: Upon a majority vote of the members of the Board of Directors, any Member, whether Active or Non-Active, may be fined a maximum of five hundred dollars (\$500.00) on the first offense for failure to comply with any Rule and Regulation, By-Law, or term of the lease. The Board of Directors, at its option, for any second offense or subsequent offense may increase the penalty to one thousand dollars (\$1,000.00). A third violation may result in the Board of Directors, at its sole discretion, terminating a Member's lease under Section 13.2. All payments shall be made no later than thirty days from the date of written notification to the Member. The Board, at its sole discretion by a two thirds (2/3) majority of the entire Board, may move to terminate a lease as per Section 13.2 when the Board believes the violation is egregious. (Adopted 5-8-2010) All Members who are repeat offenders for delinquent sewer dues will be charged an increased fine of one hundred dollars (\$100.00). (Adopted 4-30-2011) (Amounts increased 9-24-2011)

13.2 Termination or Suspension of Membership from Lease: If any Member violates any provisions of the By-Laws or the terms of his or her lease or any Rules & Regulations, or is in default in any way to the CCCOA for any funds owed to it, the Board of Directors shall have the right and discretion, by an affirmative two thirds (2/3) vote of all such Directors present at a meeting that a quorum is present, to suspend a Membership and lease on such conditions and for such term as it sees fit, or to terminate such Membership and lease without the necessity for undertaking court action or eviction proceedings to accomplish such suspension or termination, or if it desires to do so, may seek the aid of any court of competent jurisdiction to assist in such suspension or termination. Upon such termination, all improvements of any kind upon cottage outbuildings and all plantings shall be forfeited to the CCCOA, and the CCCOA shall be entitled to the immediate possession thereof, on the following conditions. Before so terminating and cancelling said Membership and lease, the Board of Directors shall first send a thirty day written notice to said Member, addressed to his or her last known place of residence, notifying said Member of said defaults and all amounts owed, and (if the same are the kind that, in the sole judgment and discretion of the Board of Directors, can be corrected or rectified) that said defaults must be corrected and adjudged to the satisfaction of the Board of Directors within thirty days as prescribed by the Board of Directors in such notice. If said Member fails to correct, adjust, or rectify the defaults to the satisfaction of the Board of Directors, and to satisfy all obligations to the Directors, within the time prescribed; or, if the same are such that the Directors believe, in their discretion, that they cannot reasonably and acceptably be corrected; or, if the matters are gross defaults or infractions; or, if the Member, or member of his or her Family, or guest, or renters responsible for the same, have been guilty of repeated defaults or infractions, then the board of Directors may declare said Membership and lease terminated, canceled, and null and void. In the event that the Board of Directors does elect to so declare the said Membership and lease terminated, canceled, and null and void, notice of said declaration shall be given by regular mail



to the said Member at their last known place of residence, stating the defaults of said Member, the action taken by the Board, and the reason therefore. Upon the mailing of such notice, the said Membership and lease shall be effectively terminated and canceled, and the CCCOA shall then and there take immediate possession of said premises and all improvements thereon, and the same shall thereafter belong to the CCCOA, free and clear of any claim of any such former Member, or right to entry or occupancy on his or her part, without the necessity for undertaking any kind of court action or eviction proceedings, or legal actions of any other kind, to accomplish the same; provided, however, that after receipt of said notice of termination and cancellation, the said Member shall have six months in which to try to find a purchaser for said leasehold and improvements thereon acceptable to the Board of Directors. During this six months said Member will not be allowed to enter into or on the lands of the CCCOA, except as scheduled in advance and escorted by two Board members, and then only to get personal property from the cottage. Any new prospective purchase shall make application for lease and Membership in the usual manner and subject to all applicable By-Laws and 'Rules & Regulations.' If such an acceptable purchase is not found within six months, the CCCOA shall take ownership of said cottage and endeavor to find a purchaser for the same, and at such time as said cottage and improvements are sold and new lease and Membership are issued incident thereto, the money received by the CCCOA for said cottage and improvements, after first deducting there from all sums, due and owing to the CCCOA including but not limited to dues, fees, actual attorney fees, interest, expenses all amounts due to the CCCOA and a fee of seven percent of the gross amount of the sale, shall be turned over to the said former Member or such other party as is then legally entitled to the same.

13.3 The membership of a member convicted of a crime effecting Camp Curnalia, regardless of when such crime was committed, shall be terminated and the crime shall be deemed a "gross default" under Section 13.2. A member whose membership is terminated under this Section 13.3 shall not (a) be re-admitted as a member of Camp Curnalia; (b) own a cottage within Camp Curnalia; (c) lease or sublease Camp Curnalia property; or (d) enter upon Camp Curnalia property (including, without limitation, its beaches, docks, roads, lanes, and other common areas) after termination of his or her membership.

13.4 The Board of Directors may, in its discretion, terminate (as provided in Section 13.2) the membership of a member convicted of a crime, regardless of when such crime was committed, which would, in the Board of Director's sole determination, reasonably cause a Camp Curnalia member or a member's immediate family to feel unsafe in their persons or property, if such crime (a) was committed on Camp Curnalia property (including, without limitation, in a cottage or on Camp Curnalia's beaches, docks, roads, lanes, and other common areas); and/or (b) effected any Camp Curnalia member and/or a member's immediate family. A member whose membership has been terminated under this Section 13.4, shall not (a) be re-admitted as a member of Camp Curnalia; (b) own a cottage within Camp Curnalia; (c) lease or sublease Camp Curnalia property; or (d) enter upon Camp Curnalia property (including, without limitation, its beaches, docks, roads, lanes, and other common areas) after termination of his or her membership.

#### **XIV Responsibility**

14.1 It is the responsibility of each Cottage Owner to read, understand and comply with the Rules & Regulations, as well as the By-Laws of the CCCOA. It is the responsibility of each Cottage Owner to see that their families and guests abide by them as well.

Any infraction or infringement of the Rules & Regulations shall be deemed a violation of said Rules & Regulations. The CCCOA board has the authority to assess a penalty fee and to enforce the necessary compliance of the penalty. This can include up to defaulting the lease of the cottage in violation.

14.2 It is also the responsibility of each Cottage Owner to meet all financial obligations to the CCCOA including sewer payments, fees, District fees, District road fees, dues and assessments (including any interest or penalties). It is expected that all payments will be made by the published due date. Defaults will result in penalties up to and including the loss of lease and forfeiture of personal property/lease, as per Section 13.2. (Adopted 4-17-2010)

### **XV Modifications/Additions**

15.1 The CCCOA Board of Directors may modify or add to these Rules & Regulations periodically. The Membership will be notified of such changes. However, the Board will not modify these rules in any way that will conflict with the By-Laws. For word definitions, look to the definitions in the By-Laws.

*First Adopted 7-28-2008*

### **REVISION/ADOPTION DATES:**

Revision: 12/12/2009 Section VI, Insurance Required  
Revision: 12/12/2009 Section IX, 9.6. Watercraft

Revision: 4/17/2010 Section V, 5.1, 5.2, 5.3 Post Cottages  
Revision: 4/17/2010 Section XIV, 14.2 Responsibility

Revision: 5/8/2010 Section XIII, 13.1, 13.2 Penalties, Termination or Suspension of Membership from Lease  
Revision: 5/8/2010 Section XI, Claims and Grievances  
Adoption: 5/8/2010 Section II, General Rules 2.6

Revision: 6/19/2010 Section IV, Cottage Rules and Restrictions, 4.7 Construction Approval  
Deletion: 6/19/2010 Section IV, Cottage Rules and Restrictions, 4.4 "All cottages must be placed on permanent foundations with proper footings as required for any permanent building."  
Adoption: 6/19/2010 Section II, General Rules, added 2.7 Recall Procedure.

Adoption: 8/14/2010 Section 2.8 Township Liaison Officer, Section 2.9 Lease & Transfer Committee, Section 4.19 (Deleted)

Adoption: 4/30/2011 Section 4.7 Construction Approval paragraph 3, Section 13.1 Penalties

Adoption: 9/24/2011 Section 3.2 Leases, Section 4.1 Cottage Rules and Restrictions, Section 10.4 Other Common Areas Use and Restrictions, and Section 13.1 Penalties, Termination or Suspension of Membership from Lease

Adoption: 8/11/2012 Section 4.7 Construction Approval, Section 4.9 Garbage Disposal, Section 4.10 Leaf Disposal.

Adoption: 6/1/2013 Section 4 Cottages Rules and Restrictions: Section 4.8 Barriers and Fences, Section 4.17 Travel trailers, campers and motor home usage, Section 4.22 Fireworks

Adoption: 10/5/2013 Section 4.7 Construction Approval (chair selection)

Adoption: 10/17/2015 Section 2.9 Lease and Transfer Committee

Adoption: 6/6/2015 Entire for typographical errors

Revision: 2/27/2016 Section 2.8 Township Liaison Officer, Section 2.9 Lease and Transfer Committee, Section 4.9 Garbage, Section 4:10 Leaves, Section 4.22 Fireworks

Adoption: 2/27/2016 Section 2.10 Other Committees

Revision: 2/27/2016 Section 4.22 Fireworks

Revision: 6-2-2018 Section 4.1 Cottages for sale; Section 4.13 Recreational fires; Section 5:1 Post-cottage renters; Section 5:2 Post-cottage required information; Section 5:3 Post-cottage fines; Section 5.4 Post-cottage watercraft; Section 8.4 Pet Owners; Section 9.1 Construction of docks; Section 9.3 Dimensions of docks; Section 9.6 Guest and sailboat watercraft.

Revision: 8-17-2019 Section IV "Building Committee" changed to "Land Use Committee", Cottage Rules and Restrictions: 4.7 Construction

Additions: 2-16-2020 3.4 Crimes against CCCOA, 3.5 Crimes against Members, 3.6 Transfer of Ownership, 3.7 Ownership by More 8, 13.3 Termination of Membership for Crimes against CCCOA, 13.4 Termination of Membership for Crimes against Members